

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**In re:**

**MIDNIGHT MADNESS DISTILLING LLC,**  
  
**Debtor.**

**CHAPTER 7  
Case No. 21-11750-PMM**

**BONNIE B. FINKEL, in her capacity as Chapter 7  
Trustee for Midnight Madness Distilling LLC,**

**Adv. No. 23-00047-PMM**

**Plaintiff,**

**v.**

**JURY TRIAL DEMANDED**

**CASEY PARZYCH; SHAWN SHEEHAN; ANGUS  
RITTENBURG; KELLY FESTA; ASHLEIGH  
BALDWIN; MICHAEL BOYER; R.F.  
CULBERTSON; GARY PARZYCH; RYAN  
USZENSKI; POLEBRIDGE, LLC; GOOD  
DESIGN, INC.; AGTECH PA LLC; AGTECH VI,  
LLC; XO ENERGY WORLDWIDE, LLLP; XO  
EW, LLC; CAN MAN LLC; BEST BEV, LLC;  
ETOH WORLDWIDE, LLC; CANVAS 340, LLC;  
FINLAND LEASING CO., INC.; and EUGENE T.  
PARZYCH, INC.,**

**Defendants.**

**DEFENDANTS' ANSWER TO  
AMENDED COMPLAINT AND AFFIRMATIVE DEFENSES**

Defendants, Casey Parzych; Angus Rittenburg; Ashleigh Baldwin; Michael Boyer; Kelly Festa; and R.F. Culbertson; Polebridge, LLC; Good Design, Inc.; AgTech PA LLC; XO Energy, Worldwide, LLLP; XO EW, LLC; Best Bev, LLC; Canvas 340 LLC; and Shawn Sheehan (collectively, the “**Answering Defendants**”), file this Answer (“**Answer**”) to Plaintiff’s Amended Adversary Complaint (“**Amended Complaint**”) filed against them by Plaintiff, Bonnie B. Finkel

(“**Trustee**”), the Chapter 7 Trustee for the debtor, Midnight Madness Distilling LLC f/k/a Theobald and Oppenheimer, LLC d/b/a Faber Distilling (“**Debtor**”). In support of their Answer, the Answering Defendants respectfully state as follows:

## **I. INTRODUCTION<sup>1</sup>**

1. Answering Defendants admit the Trustee has commenced this adversary proceeding and deny any remaining allegations in Paragraph 1 of the Amended Complaint.

2. Answering Defendants deny the allegations in Paragraph 2 of the Amended Complaint.

3. Answering Defendants deny the allegations in Paragraph 3 of the Amended Complaint.

## **II. JURISDICTION AND VENUE**

4. Answering Defendants deny the allegations in Paragraph 4 of the Amended Complaint.

5. Answering Defendants admit the Trustee has demanded a jury trial and asserts this Court lacks jurisdiction to conduct a jury trial with respect to all or a portion of Trustee’s claims for relief.

6. Answering Defendants deny the allegations in Paragraph 6 of the Amended Complaint.

## **III. PARTIES**

### **A. The Plaintiff**

7. Answering Defendants admit the allegations in Paragraph 7 of the Amended Complaint.

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<sup>1</sup> All headings are solely to guide the Court and are not an admission of fact by the Answering Defendants.

8. Answering Defendants admit the allegations in Paragraph 8 of the Amended Complaint.

9. Answering Defendants admit the allegations in Paragraph 9 of the Amended Complaint.

**B. The Defendants**

**The Insider Defendants**

10. Answering Defendants admit that Defendant Casey Parzych is an individual with a place of business at 2512 Quakertown Road, Pennsburg, PA 18073. By way of further response, Answering Defendants admit the allegations in subsections a–c of Paragraph 10 of the Amended Complaint. Answering Defendants deny any remaining allegations in Paragraph 10 of the Amended Complaint.

11. Answering Defendants admit the allegations in subsections a–b of Paragraph 11 of the Amended Complaint. Answering Defendants deny any remaining allegations in Paragraph 11 of the Amended Complaint.

12. Answering Defendants admit the allegations in Paragraph 12 of the Amended Complaint.

13. Answering Defendants admit the allegations in Paragraph 13 of the Amended Complaint.

14. Answering Defendants admit that Defendant Michael Boyer is an attorney. Answering Defendants deny any remaining allegations in Paragraph 14 of the Amended Complaint.

15. Answering Defendants admit that Defendant R.F. Culbertson is an individual residing at 17 Churchill Road, Pittsburgh, PA 15235, with a place of business at 2512 Quakertown

Road, Pennsburg, PA 18073, and who was Chief Operating Officer and member of the Debtor. Answering Defendants deny any remaining allegations in Paragraph 8 of the Amended Complaint.

16. Answering Defendants deny the “Insider Defendants” characterization in Paragraph 16 of the Amended Complaint. By way of further response, Answering Defendants deny the allegations in Paragraph 16 of the Amended Complaint.

**The Polebridge Entities**

17. Answering Defendants admit the allegations in Paragraph 17 of the Amended Complaint.

18. Answering Defendants admit that Defendant Good Design, Inc. is a British Columbia corporation with a registered office at Suite 1400, 777 Densmuir Street, Vancouver, British Columbia, Canada, V7Y 1K4. Answering Defendants deny any remaining allegations in Paragraph 18 of the Amended Complaint.

19. Answering Defendants deny the allegations in Paragraph 19 of the Amended Complaint.

20. Answering Defendants deny the allegations in Paragraph 20 of the Amended Complaint.

**The Wynn Entities**

21. Answering Defendants admit the allegations in Paragraph 20 of the Amended Complaint.

22. Answering Defendants deny the allegations in Paragraph 22 of the Amended Complaint.

23. Answering Defendants deny the allegations in Paragraph 23 of the Amended Complaint.

24. Answering Defendants deny the allegations in Paragraph 24, including subparagraphs a–c, of the Amended Complaint.

25. Answering Defendants admit that Defendant Canvas 340, LLC is a United States Virgin Islands limited liability company with its principal office at East End Plaza, Suite 120, 6115 Smith Bay, Charlotte Amalie, United States Virgin Islands, 00802. Answering Defendants deny any remaining allegations in Paragraph 25 of the Amended Complaint.

26. Answering Defendants deny the allegations in Paragraph 26 of the Amended Complaint.

27. Answering Defendants deny the allegations in Paragraph 27 of the Amended Complaint.

#### **The Best Bev Entities**

28. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 28 of the Amended Complaint and therefore deny the allegations.

29. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 29 of the Amended Complaint and therefore deny the allegations.

30. Answering Defendants admit that Defendant Best Bev, LLC is a United States Virgin Islands limited liability company. Answering Defendants deny any remaining allegations in Paragraph 30 of the Amended Complaint.

31. Answering Defendants deny the allegations in Paragraph 31, including subparagraphs a–d, of the Amended Complaint.

32. Answering Defendants deny the allegations in Paragraph 32 of the Amended

Complaint.

33. Answering Defendants deny the allegations in Paragraph 33 of the Amended Complaint.

**The Gary Parzych Entities**

34. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 34 of the Amended Complaint and therefore deny the allegations.

35. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 35 of the Amended Complaint and therefore deny the allegations.

36. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 36 of the Amended Complaint and therefore deny the allegations.

37. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 37 of the Amended Complaint and therefore deny the allegations.

38. Answering Defendants acknowledge Plaintiff is defining the Polebridge Entities, Wynk Entities, and Best Bev Entities as “Pilfering Entities,” but deny the factual characterization of these entities as “Pilfering Entities,” and therefore deny all factual allegations in Paragraph 38.

**IV. FACTS**

39. Answering Defendants admit only that Defendant Casey Parzych and Anthony Lorubbio were among two of the co-founders of the Debtor. Answering Defendants deny any remaining allegations in Paragraph 39 of the Amended Complaint.

40. Answering Defendants admit that for a period of time the Debtor experienced growth in the time period leading up to the bankruptcy filing. Answering Defendants deny any remaining allegations in Paragraph 40 of the Amended Complaint.

41. To the extent that the allegations of Paragraph 41 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 41 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. Answering Defendants deny any remaining allegations.

**The Insider Defendants Form Good Design, Polebridge, and the Wynn Entities  
To Funnel Money Out of the Debtor in Collusion with Defendant Sheehan**

42. Answering Defendants admit the allegations in Paragraph 42 of the Amended Complaint.

43. Answering Defendants deny the allegations in Paragraph 43 of the Amended Complaint.

44. Answering Defendants deny the allegations in Paragraph 44 of the Amended Complaint.

45. Answering Defendants deny the allegations in Paragraph 45 of the Amended Complaint.

**The Polebridge Entities**

46. Answering Defendants admit only that Defendant Festa provided administrative support for the filing of Polebridge's registration documents. By way of further response, to the extent the allegations of Paragraph 46 rely on a writing, Answering Defendants deny the allegations of Paragraph 46 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. Answering Defendants deny any remaining allegations in Paragraph 46 of the Amended Complaint.

47. Answering Defendants admit only that Defendant Festa provided administrative support for the filing of Good Design's registration documents. By way of further response, to the extent that the allegations of Paragraph 47 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 47 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 47 of the Amended Complaint.

48. To the extent the allegations of Paragraph 48 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 48 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 48 of the Amended Complaint.

**CBDelight Seltzer**

49. Answering Defendants deny the allegations in Paragraph 49 of the Amended Complaint.

50. Answering Defendants deny the allegations in Paragraph 50 of the Amended Complaint.

51. Answering Defendants admit the Debtor filed for the "C B Delight" trademark on April 17, 2019. Answering Defendants deny any remaining allegations in paragraph 51.

52. To the extent that the allegations of Paragraph 52 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 52 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 52 of the Amended Complaint.



53. To the extent that the allegations of Paragraph 53 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 53 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 53 of the Amended Complaint.

54. Answering Defendants admit that the email address rf@gooddesigninc.com was used on the application for a PPP Loan. Answering Defendants deny any remaining allegations in Paragraph 54 of the Amended Complaint.

55. Answering Defendants admit only that Defendant Festa utilized the email address kellyfesta@gooddesigninc.com. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 55 of the Amended Complaint and therefore deny the allegations.

56. Answering Defendants admit only that Defendant Casey Parzych communicated with Debtor's outside counsel using the email address casey@gooddesigninc.com. Answering Defendants deny any remaining allegations in Paragraph 56 of the Amended Complaint.

57. Answering Defendants admit only that Defendant Rittenburg, Casey Coughlin, and John Pitts utilized the email addresses angus@gooddesigninc.com, ccoughlin@gooddesigninc.com, and john@gooddesigninc.com, respectively. Answering Defendants deny any remaining allegations in Paragraph 57 of the Amended Complaint.

58. To the extent that the allegations of Paragraph 58 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 58 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 58 of the Amended

Complaint.

59. To the extent that the allegations of Paragraph 59 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 59 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 59 of the Amended Complaint.

60. To the extent that the allegations of Paragraph 60 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 60 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 60 of the Amended Complaint.

61. To the extent that the allegations of Paragraph 61 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 61 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 61 of the Amended Complaint.

**Faber Hand Sanitizer**

62. Answering Defendants admit that the WHO declared COVID-19 a global pandemic, bars throughout the United States shut down due to government orders, and that the Debtor was paid to manufacture hand sanitizer during the COVID-19 pandemic. To the extent that the remaining allegations of Paragraph 62 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 62 and direct the Court to the writing referenced in that Paragraph, which speaks for itself.

63. Answering Defendants deny the allegations in Paragraph 63 of the Amended Complaint.

64. Answering Defendants admit only that Debtor was paid to manufacture, package, and market Faber Hand Sanitizer. Answering Defendants deny any remaining allegations in Paragraph 64 of the Amended Complaint.

65. To the extent that the allegations of Paragraph 65 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 65 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 65 of the Amended Complaint.

66. To the extent that the allegations of Paragraph 66 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 66 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 66 of the Amended Complaint.

67. Answering Defendants deny the allegations in Paragraph 67 of the Amended Complaint.

68. To the extent that the allegations of Paragraph 68 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 68 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 68 of the Amended Complaint.

69. To the extent that the allegations of Paragraph 69 rely on or seek to construe the

terms of a writing, Answering Defendants deny the allegations of Paragraph 69 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 69 of the Amended Complaint.

70. To the extent that the allegations of Paragraph 70 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 70 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 70 of the Amended Complaint.

71. To the extent that the allegations of Paragraph 71 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 71 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Debtor was compensated for the manufacture of Faber Hand Sanitizer. Answering Defendants deny any remaining allegations in Paragraph 71 of the Amended Complaint.

72. To the extent that the allegations of Paragraph 72 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 72 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. Answering Defendants deny any remaining allegations.

73. To the extent that the allegations of Paragraph 73 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 73 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. Answering Defendants deny any remaining allegations.

74. To the extent that the allegations of Paragraph 74 rely on or seek to construe the

terms of a writing, Answering Defendants deny the allegations of Paragraph 74 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny the allegations in Paragraph 74 of the Amended Complaint.

75. To the extent that the allegations of Paragraph 75 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 75 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants admit only that the April 21, 2020 email was intended to ensure customers made payments to the proper entity. Answering Defendants deny any remaining allegations in Paragraph 75 of the Amended Complaint.

76. To the extent that the allegations of Paragraph 76 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 76 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 76 of the Amended Complaint.

77. To the extent that the allegations of Paragraph 77 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 77 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 77 of the Amended Complaint.

78. Answering Defendants deny the allegations in Paragraph 78 of the Amended Complaint.

79. To the extent that the allegations of Paragraph 79 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 79 and direct the

Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations of Paragraph 79 of the Amended Complaint.

80. To the extent that the allegations of Paragraph 80 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 80 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations of Paragraph 80 of the Amended Complaint.

81. Answering Defendants deny the allegations in Paragraph 81 of the Amended Complaint.

82. To the extent that the allegations of Paragraph 82 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 82 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations of Paragraph 82 of the Amended Complaint.

83. Answering Defendants deny the allegations in Paragraph 83 of the Amended Complaint.

84. Answering Defendants deny the allegations in Paragraph 84 of the Amended Complaint.

85. Answering Defendants deny the allegations in Paragraph 85 of the Amended Complaint.

**Wynk Seltzer**

86. Answering Defendants deny the allegations in Paragraph 86 of the Amended

Complaint.

87. Answering Defendants deny the allegations in Paragraph 87 of the Amended Complaint.

88. Answering Defendants deny the allegations in Paragraph 88 of the Amended Complaint.

89. To the extent that the allegations of Paragraph 89 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 89 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 89 of the Amended Complaint.

90. Answering Defendants deny the allegations in Paragraph 90 of the Amended Complaint.

91. Answering Defendants deny the allegations in Paragraph 91 of the Amended Complaint.

92. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 92 of the Amended Complaint and therefore deny the allegations.

93. Answering Defendants deny the allegations in Paragraph 93 of the Amended Complaint.

94. To the extent that the allegations of Paragraph 94 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 94 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny the allegations in Paragraph 94 of the Amended

Complaint.

95. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 95, including subparagraphs a–l, of the Amended Complaint and therefore deny the allegations.

96. Answering Defendants deny the allegations in Paragraph 96 of the Amended Complaint.

97. Answering Defendants deny the allegations in Paragraph 97 of the Amended Complaint.

98. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 98 of the Amended Complaint and therefore deny the allegations.

99. To the extent that the allegations of Paragraph 99 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 99 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 99 of the Amended Complaint.

100. Answering Defendants deny the allegations in Paragraph 100 of the Amended Complaint.

101. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 101 of the Amended Complaint and therefore deny the allegations.

102. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in



Paragraph 102 of the Amended Complaint and therefore deny the allegations. By way of further response, to the extent that the allegations of Paragraph 102 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 102 and direct the Court to the writing referenced in that Paragraph, which speaks for itself.

103. Answering Defendants deny the allegations in Paragraph 103 of the Amended Complaint.

**Defendants Conspire to Utilize the Bankruptcy Process to Defraud the Debtor's Creditors**

104. Answering Defendants deny the allegations in Paragraph 104 of the Amended Complaint.

105. Answering Defendants deny the allegations in Paragraph 105 of the Amended Complaint.

106. Answering Defendants deny the allegations in Paragraph 106 of the Amended Complaint.

107. Answering Defendants deny the allegations in Paragraph 107 of the Amended Complaint.

108. Answering Defendants admit that, at some point, Kelli Sheehan and John Charette had accounts on the Debtor's computer system and had access to certain Debtor books, records, and online accounts. Answering Defendants deny any remaining allegations in Paragraph 108 of the Amended Complaint.

109. Answering Defendants admit that some of the defendants attempted to either purchase PNC's debt or purchase the Debtor's business assets. Answering Defendants deny any remaining allegations in Paragraph 109 of the Amended Complaint.

110. Answering Defendants deny the allegations in Paragraph 110 of the Amended

Complaint.

111. To the extent that the allegations of Paragraph 111 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 111 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. Answering Defendants deny any remaining allegations in Paragraph 111 of the Amended Complaint.

112. Answering Defendants deny the allegations in Paragraph 112 of the Amended Complaint.

113. Answering Defendants deny the allegations in Paragraph 113 of the Amended Complaint.

114. Answering Defendants deny the allegations in Paragraph 114 of the Amended Complaint.

115. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 115 of the Amended Complaint and therefore deny the allegations.

116. Answering Defendants admit the allegations in Paragraph 116 of the Amended Complaint.

**The Debtor Diverted Assets to the Best Bev Entities**

117. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 117 of the Amended Complaint and therefore deny the allegations.

118. Answering Defendants deny the allegations in Paragraph 118 of the Amended Complaint.

119. Answering Defendants deny the allegations in Paragraph 119 of the Amended

Complaint.

120. To the extent that the allegations of Paragraph 120 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 120 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 120 of the Amended Complaint.

121. Answering Defendants deny the allegations in Paragraph 121 of the Amended Complaint.

122. Answering Defendants deny the allegations in Paragraph 122 of the Amended Complaint.

123. To the extent that the allegations of Paragraph 123 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 123 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 123 of the Amended Complaint.

124. Answering Defendants deny the allegations in Paragraph 124 of the Amended Complaint.

125. Answering Defendants deny the allegations in Paragraph 125 of the Amended Complaint.

126. To the extent that the allegations of Paragraph 126 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 126 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 126 of the

Amended Complaint.

**Defendants Interfered with the Debtor's Section 363 Sale**

127. Answering Defendants admit the allegations in Paragraph 127 of the Amended Complaint.

128. Answering Defendants admit the allegations in Paragraph 128 of the Amended Complaint.

129. Answering Defendants deny the allegations in Paragraph 129 of the Amended Complaint.

130. To the extent that the allegations of Paragraph 130 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 130 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny the allegations in Paragraph 130 of the Amended Complaint.

131. Answering Defendants deny the allegations in Paragraph 131 of the Amended Complaint.

132. Answering Defendants admit only that Defendant Gary Parzych was only willing to rent the 2300 Trumbauersville Road property to Defendant Casey Parzych. Answering Defendants deny any remaining allegations in Paragraph 132 of the Amended Complaint.

133. To the extent that the allegations of Paragraph 133 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 133 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants admit that the document referenced in Paragraph 133 of the

Amended Complaint provided full disclosure. Answering Defendants deny any remaining allegations in Paragraph 133 of the Amended Complaint.

134. To the extent that the allegations of Paragraph 134 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 134 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. Answering Defendants deny any remaining allegations in Paragraph 134 of the Amended Complaint.

135. To the extent that the allegations of Paragraph 135 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 135 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. Answering Defendants deny any remaining allegations in Paragraph 135 of the Amended Complaint.

136. Answering Defendants deny the allegations in Paragraph 136 of the Amended Complaint.

137. To the extent that the allegations of Paragraph 137 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 137 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. Answering Defendants deny any remaining allegations in Paragraph 137 of the Amended Complaint.

138. To the extent that the allegations of Paragraph 138 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 138 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. Answering Defendants deny any remaining allegations in Paragraph 138 of the Amended Complaint.

139. To the extent that the allegations of Paragraph 139 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 139 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further

response, Answering Defendants deny any remaining allegations in Paragraph 139 of the Amended Complaint.

140. To the extent that the allegations of Paragraph 140 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 140 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. Answering Defendants deny any remaining allegations in Paragraph 140 of the Amended Complaint.

141. To the extent that the allegations of Paragraph 141 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 141 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 141 of the Amended Complaint.

142. Answering Defendants deny the allegations in Paragraph 142 of the Amended Complaint.

143. To the extent the allegations of Paragraph 143 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 143 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 143 of the Amended Complaint.

144. Answering Defendants admit the allegations in Paragraph 144 of the Amended Complaint.

145. Answering Defendants deny the allegations in Paragraph 145 of the Amended Complaint.

146. Answering Defendants admit the allegations in Paragraph 146 of the Amended

Complaint.

147. To the extent that the allegations of Paragraph 147 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 147 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. Answering Defendants deny any remaining allegations in Paragraph 147 of the Amended Complaint.

**Defendants Operated the Debtor in Possession As An Extension of the Pilfering Entities, And Continued to Do So After the Section 363 Sale**

148. Answering Defendants deny the allegations in Paragraph 148 of the Amended Complaint.

149. To the extent that the allegations of Paragraph 149 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 149 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. Answering Defendants deny any remaining allegations in Paragraph 149 of the Amended Complaint.

150. Answering Defendants deny the allegations in Paragraph 150, including subparagraphs a–l, of the Amended Complaint.

151. Answering Defendants deny the allegations in Paragraph 151 of the Amended Complaint.

152. Answering Defendants deny the allegations in Paragraph 152 of the Amended Complaint.

153. Answering Defendants deny the allegations in Paragraph 153 of the Amended Complaint.

154. Answering Defendants deny the allegations in Paragraph 154 of the Amended Complaint.

155. Answering Defendants deny the allegations in Paragraph 155 of the Amended

Complaint.

156. Answering Defendants deny the allegations in Paragraph 156 of the Amended Complaint.

157. Answering Defendants deny the allegations in Paragraph 157 of the Amended Complaint.

158. Answering Defendants deny the allegations in Paragraph 158 of the Amended Complaint.

159. To the extent that the allegations of Paragraph 159 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 159 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. Answering Defendants deny any remaining allegations in Paragraph 159 of the Amended Complaint.

160. To the extent that the allegations of Paragraph 160 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 160 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. Answering Defendants deny the allegations in Paragraph 160 of the Amended Complaint.

161. Answering Defendants deny the allegations in Paragraph 161 of the Amended Complaint.

162. To the extent that the allegations of Paragraph 162 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 162 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 162 of the Amended Complaint.

163. To the extent that the allegations of Paragraph 163 rely on or seek to construe the



terms of a writing, Answering Defendants deny the allegations of Paragraph 163 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. Answering Defendants deny any remaining allegations in Paragraph 163 of the Amended Complaint.

164. Answering Defendants deny the allegations in Paragraph 164 of the Amended Complaint.

165. To the extent that the allegations of Paragraph 165 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 165 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. Answering Defendants deny any remaining allegations in Paragraph 165 of the Amended Complaint.

166. Answering Defendants deny the allegations in Paragraph 166 of the Amended Complaint.

167. To the extent that the allegations of Paragraph 167 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 167 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. Answering Defendants deny any remaining allegations in Paragraph 167 of the Amended Complaint.

168. To the extent that the allegations of Paragraph 168 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 168 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. Answering Defendants deny any remaining allegations in Paragraph 168 of the Amended Complaint.

169. To the extent that the allegations of Paragraph 169 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 169 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. Answering Defendants deny any remaining allegations in Paragraph 169 of the Amended Complaint.

170. To the extent that the allegations of Paragraph 170 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 170 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. Answering Defendants deny the allegations in Paragraph 170 of the Amended Complaint.

171. Answering Defendants deny the allegations in Paragraph 171 of the Amended Complaint.

**The Insider Defendants' Utter Failure To Maintain Internal Controls**

172. Answering Defendants deny the allegations in Paragraph 172 of the Amended Complaint.

173. Answering Defendants deny the allegations in Paragraph 173 of the Amended Complaint.

174. To the extent that the allegations of Paragraph 174 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 174 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. Answering Defendants deny any remaining allegations in Paragraph 174 of the Amended Complaint.

175. Answering Defendants deny the allegations in Paragraph 175 of the Amended Complaint.

176. Answering Defendants deny the allegations in Paragraph 176 of the Amended Complaint.

177. Answering Defendants deny the allegations in Paragraph 177 of the Amended Complaint.

178. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in

Paragraph 178, including subparagraphs a–u, of the Amended Complaint and therefore deny the allegations.

**The Insider Defendants Funneled Money To Defendant Gary Parzych's Entities**

179. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 179 of the Amended Complaint and therefore deny the allegations.

180. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 180 of the Amended Complaint and therefore deny the allegations.

181. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 181 of the Amended Complaint and therefore deny the allegations.

182. To the extent that the allegations of Paragraph 182 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 182 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 182 of the Amended Complaint and therefore deny the allegations.

183. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 183 of the Amended Complaint and therefore deny the allegations.

184. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 184 of the Amended Complaint and therefore deny the allegations.

185. To the extent that the allegations of Paragraph 185 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 185 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 185 of the Amended Complaint and therefore deny the allegations.

186. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 186 of the Amended Complaint and therefore deny the allegations.

187. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 187 of the Amended Complaint and therefore deny the allegations.

188. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 188 of the Amended Complaint and therefore deny the allegations.

#### **The Chapter 7 Case**

189. To the extent that the allegations of Paragraph 189 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 189, including subparagraphs a–c, and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in

Paragraph 189, including subparagraphs a–c, of the Amended Complaint.

190. Answering Defendants admit the allegations in Paragraph 190 of the Amended Complaint.

191. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations contained in Paragraph 191 of the Amended Complaint and therefore denies the allegations.

192. Answering Defendants deny the allegations in Paragraph 192 of the Amended Complaint.

193. Answering Defendants deny the allegations in Paragraph 193 of the Amended Complaint.

194. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations contained in Paragraph 194 of the Amended Complaint and therefore deny the allegations.

195. The allegations of Paragraph 195 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 195 of the Amended Complaint.

196. Answering Defendants deny the allegations in Paragraph 196 of the Amended Complaint.

197. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 197 of the Amended Complaint and therefore deny the allegations.

198. Answering Defendants deny the allegations in Paragraph 198 of the Amended Complaint.

V. CLAIMS<sup>2</sup>

**FIRST CLAIM – BREACH OF FIDUCIARY DUTY**  
**(Against the Insider Defendants)**

199. Answering Defendants incorporate by reference their Answers to the foregoing Paragraphs of the Amended Complaint.

200. The allegations of Paragraph 200 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 200 of the Amended Complaint.

201. The allegations of Paragraph 201 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 201 of the Amended Complaint.

202. The allegations of Paragraph 202 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 202 of the Amended Complaint.

203. The allegations of Paragraph 203 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 203 of the Amended Complaint.

204. The allegations of Paragraph 204 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 204, including subparagraphs a–q, of the Amended Complaint.

205. The allegations of Paragraph 205 are conclusions of law to which no response is

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<sup>2</sup> The term “Answering Defendants” in the remaining Paragraphs comprising Claims One through Fourteen refers only to the Defendants specifically named in each respective Claim. To the extent a response is required for any allegation in any of the remaining Paragraphs by any Defendant not named in each respective Claim, the allegations are denied.

required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 205 of the Amended Complaint.

206. The allegations of Paragraph 206 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 206 of the Amended Complaint.

207. The allegations of Paragraph 207 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 207 of the Amended Complaint.

208. The allegations of Paragraph 208 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 208 of the Amended Complaint.

**SECOND CLAIM – AIDING & ABETTING BREACH OF FIDUCIARY DUTY**  
**(Against All Defendants)**

209. Answering Defendants incorporate by reference their Answers to the foregoing Paragraphs of the Amended Complaint.

210. The allegations of Paragraph 210 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 210 of the Amended Complaint.

211. The allegations of Paragraph 211 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 211 of the Amended Complaint.

212. The allegations of Paragraph 212 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 212 of the Amended Complaint.

213. The allegations of Paragraph 213 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 213 of the Amended Complaint.

214. The allegations of Paragraph 214 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 214 of the Amended Complaint.

215. The allegations of Paragraph 215 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 215 of the Amended Complaint.

216. The allegations of Paragraph 216 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 216 of the Amended Complaint.

217. The allegations of Paragraph 217 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 217 of the Amended Complaint.

218. The allegations of Paragraph 218 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 218 of the Amended Complaint.

**THIRD CLAIM – CORPORATE WASTE**  
**(Against the Insider Defendants)**

219. Answering Defendants incorporate by reference their Answers to the foregoing Paragraphs of the Amended Complaint.

220. Answering Defendants deny the allegations in Paragraph 220 of the Amended Complaint.



221. Answering Defendants deny the allegations in Paragraph 221 of the Amended Complaint.

222. The allegations of Paragraph 222 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 222 of the Amended Complaint.

223. The allegations of Paragraph 223 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 223 of the Amended Complaint.

**CLAIM FOUR PART A – DECLARATORY RELIEF**  
**(ALTER EGO AND/OR PIERCING THE CORPORATE VEIL)**  
**(Against Defendants Casey Parzych, Rittenburg, Culbertson, and the Pilfering Entities)**

224. Answering Defendants incorporate by reference their Answers to the foregoing Paragraphs of the Amended Complaint.

225. The allegations of Paragraph 225 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 225 of the Amended Complaint.

226. The allegations of Paragraph 226 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 226 of the Amended Complaint.

227. The allegations of Paragraph 227 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 227 of the Amended Complaint.

228. The allegations of Paragraph 228 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the

allegations in Paragraph 228 of the Amended Complaint.

229. Answering Defendants deny the allegations in Paragraph 229 of the Amended Complaint.

230. The allegations of Paragraph 230 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 230 of the Amended Complaint.

231. The allegations of Paragraph 231 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 231 of the Amended Complaint.

232. The allegations of Paragraph 232 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 232 of the Amended Complaint.

233. The allegations of Paragraph 233 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 233 of the Amended Complaint.

234. The allegations of Paragraph 234 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 234 of the Amended Complaint.

235. The allegations of Paragraph 235 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 235 of the Amended Complaint.

**CLAIM FOUR PART B – DECLARATORY RELIEF**  
**(SUCCESSOR LIABILITY)**  
**(Against the Pilfering Entities)**

236. Answering Defendants incorporate by reference their Answers to the foregoing Paragraphs of the Amended Complaint.

237. The allegations of Paragraph 237 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 237 of the Amended Complaint.

238. The allegations of Paragraph 238 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 238 of the Amended Complaint.

**FIFTH CLAIM – UNJUST ENRICHMENT**  
**(Against All Defendants)**

239. Answering Defendants incorporate by reference their Answers to the foregoing Paragraphs of the Amended Complaint.

240. The allegations of Paragraph 240 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 240, including subparagraphs a–e, of the Amended Complaint.

241. Answering Defendants deny the allegations in Paragraph 241 of the Amended Complaint.

242. Answering Defendants deny the allegations in Paragraph 242 of the Amended Complaint.

243. Answering Defendants deny the allegations in Paragraph 243 of the Amended Complaint.

244. The allegations of Paragraph 244 are conclusions of law to which no response is

required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 244 of the Amended Complaint.

**SIXTH CLAIM – AN ACCOUNTING**  
**(Against All Defendants)**

245. The Sixth Claim was dismissed and is not replead. Thus, Answering Defendants need not respond to the allegations regarding Claim Six.

**SEVENTH CLAIM – CONSTRUCTIVE TRUST**  
**(Against All Defendants)**

246. The Seventh Claim was dismissed and is not replead. Thus, Answering Defendants need not respond to the allegations regarding Claim Seven.

**EIGHTH CLAIM – BREACH OF CONTRACT**  
**(Against Defendants Casey Parzych and Rittenburg, for Monetary Damages)**  
**(Against the Pilfering Entities, for a Declaratory Judgment)**

247. Answering Defendants incorporate by reference their Answers to the foregoing Paragraphs of the Amended Complaint.

248. To the extent that the allegations of Paragraph 248 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 248 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 248 of the Amended Complaint.

249. To the extent that the allegations of Paragraph 249 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 249 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny any remaining allegations in Paragraph 249 of the Amended Complaint.

250. Answering Defendants deny the allegations in Paragraph 250 of the Amended Complaint.

251. Answering Defendants deny the allegations in Paragraph 251 of the Amended Complaint.

252. Answering Defendants deny the allegations in Paragraph 252, including subparagraphs a–m, of the Amended Complaint.

253. Answering Defendants deny the allegations in Paragraph 253 of the Amended Complaint.

254. To the extent that the allegations of Paragraph 254 rely on or seek to construe the terms of a writing, Answering Defendants deny the allegations of Paragraph 254 and direct the Court to the writing referenced in that Paragraph, which speaks for itself. By way of further response, Answering Defendants deny the allegations in Paragraph 254 of the Amended Complaint.

255. The allegations of Paragraph 255 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 255 of the Amended Complaint.

**NINTH CLAIM – BREACH OF CONTRACT**  
**(Against Defendant Finland Leasing)**

256. Answering Defendants incorporate by reference their Answers to the foregoing Paragraphs of the Amended Complaint.

257. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 257 of the Amended Complaint and therefore deny the allegations.

258. The allegations of Paragraph 258 are conclusions of law to which no response is

required. To the extent a response is deemed necessary, after reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 258 of the Amended Complaint and therefore deny the allegations.

**TENTH CLAIM – EQUITABLE SUBORDINATION**  
**(Against Defendants AgTech VI LLC, EtOH Worldwide LLC, and Boyer)**

259. Answering Defendants incorporate by reference their Answers to the foregoing Paragraphs of the Amended Complaint.

260. The Court dismissed all claims against AgTech VI, LLC and EtOH Worldwide, LLC, therefore Answering Defendants deny the allegations in Paragraph 260 of the Amended Complaint.

261. The Court dismissed all claims against AgTech VI, LLC and EtOH Worldwide, LLC, therefore Answering Defendants deny the allegations in Paragraph 261 of the Amended Complaint.

**ELEVENTH CLAIM – TURNOVER**  
**Pursuant to 11 U.S.C. § 542**  
**(Against all Defendants)**

262. Answering Defendants incorporate by reference their Answers to the foregoing Paragraphs of the Amended Complaint.

263. Answering Defendants deny the allegations in Paragraph 263, including subparagraphs a–c, of the Amended Complaint.

264. The allegations of Paragraph 264 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 264 of the Amended Complaint.

**TWELFTH CLAIM – AVOIDANCE AND RECOVERY OF POSTPETITION TRANSFERS**

**Pursuant to 11 U.S.C. §§ 549 and 550  
(Against the Best Bev Entities)**

265. Answering Defendants incorporate by reference their Answers to the foregoing Paragraphs of the Amended Complaint.

266. Answering Defendants deny the allegations in Paragraph 266 of the Amended Complaint.

267. The allegations of Paragraph 267 are conclusions of law to which no response is required. To the extent a response is deemed necessary, Answering Defendants deny the allegations in Paragraph 267 of the Amended Complaint.

**THIRTEENTH CLAIM – AVOIDANCE AND RECOVERY OF PREFERENTIAL TRANSFERS**

**Pursuant to 11 U.S.C. §§ 547(b) and 550  
(Against Defendants Finland Leasing, ETP, and Boyer)**

268. Answering Defendants incorporate by reference their Answers to the foregoing Paragraphs of the Amended Complaint.

269. The allegations of Paragraph 269 are conclusions of law to which no response is required. To the extent a response is deemed necessary, after reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 269 of the Amended Complaint and therefore deny the allegations.

270. The allegations of Paragraph 270 are conclusions of law to which no response is required. To the extent a response is deemed necessary, after reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 270 of the Amended Complaint and therefore deny the

allegations.

271. The allegations of Paragraph 271 are conclusions of law to which no response is required. To the extent a response is deemed necessary, after reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 271 of the Amended Complaint and therefore deny the allegations.

272. The allegations of Paragraph 272 are conclusions of law to which no response is required. To the extent a response is deemed necessary, after reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 272 of the Amended Complaint and therefore deny the allegations.

273. The allegations of Paragraph 273 are conclusions of law to which no response is required. To the extent a response is deemed necessary, after reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 273 of the Amended Complaint and therefore deny the allegations.

274. The allegations of Paragraph 274 are conclusions of law to which no response is required. To the extent a response is deemed necessary, after reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 274 of the Amended Complaint and therefore deny the allegations.

275. The allegations of Paragraph 275 are conclusions of law to which no response is required. To the extent a response is deemed necessary, after reasonable investigation, Answering



Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 275 of the Amended Complaint and therefore deny the allegations.

276. The allegations of Paragraph 276 are conclusions of law to which no response is required. To the extent a response is deemed necessary, after reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 276 of the Amended Complaint and therefore deny the allegations.

277. The allegations of Paragraph 277 are conclusions of law to which no response is required. To the extent a response is deemed necessary, after reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 277 of the Amended Complaint and therefore deny the allegations.

278. The allegations of Paragraph 278 are conclusions of law to which no response is required. To the extent a response is deemed necessary, after reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 278 of the Amended Complaint and therefore deny the allegations.

279. The allegations of Paragraph 279 are conclusions of law to which no response is required. To the extent a response is deemed necessary, after reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 279 of the Amended Complaint and therefore deny the allegations.

**FOURTEENTH CLAIM – AVOIDANCE AND  
RECOVERY OF FRAUDULENT TRANSFERS**  
**Pursuant to 11 U.S.C. §§ 548 and 550**  
**(Against Defendants Finland Leasing and ETP)**

280. Answering Defendants incorporate by reference their Answers to the foregoing Paragraphs of the Amended Complaint.

281. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 281 of the Amended Complaint and therefore deny the allegations.

282. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 282 of the Amended Complaint and therefore deny the allegations.

283. The allegations of Paragraph 283 are conclusions of law to which no response is required. To the extent a response is deemed necessary, after reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 283 of the Amended Complaint and therefore deny the allegations.

284. The allegations of Paragraph 284 are conclusions of law to which no response is required. To the extent a response is deemed necessary, after reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 284 of the Amended Complaint and therefore deny the allegations.

285. The allegations of Paragraph 285 are conclusions of law to which no response is required. After reasonable investigation, answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph

285 of the Amended Complaint and therefore deny the allegations.

286. After reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth and/or accuracy of the allegations in Paragraph 286 of the Amended Complaint and therefore deny the allegations.

**VI. RELIEF REQUESTED**

WHEREFORE, Answering Defendants demand judgment in their favor and against Trustee.

**VII. JURY DEMAND**

Answering Defendants admit that the Trustee has demanded a jury trial and assert that this Court lacks jurisdiction to conduct a jury trial with respect to all or a portion of Trustee's claims for relief.

**ANSWERING DEFENDANTS' STATEMENT PURSUANT TO  
FEDERAL RULE OF BANKRUPTCY PROCEDURE 2012(b)**

Answering Defendants assert the following defenses without prejudice to the denials in this Answer, without admitting any allegations of the Amended Complaint not otherwise admitted, and without admitting or denying it bears the burden of proof as to any of them. These additional defenses are based on the facts and information currently known to Answering Defendants. Answering Defendants reserve the right to amend or add additional defenses, including instances of inequitable conduct, based on the facts later discovered, pled or offered.

**FIRST AFFIRMATIVE DEFENSE**

The Amended Complaint fails to state a claim upon which relief can be granted as to the Answering Defendants.

**SECOND AFFIRMATIVE DEFENSE**

To the extent that they relate to the Answering Defendants or other Defendants and arise

under §§547 and 550 of the Bankruptcy Code, the transfers described in the Amended Complaint are not avoidable or recoverable because such transfers were (a) made in the ordinary course of business or financial affairs of the Debtor and the applicable defendant prevailing at the time or times of such transfers, and (b) made in the ordinary course of business and financial affairs of such parties within the meaning of §547(c)(2) of the Bankruptcy Code.

### **THIRD AFFIRMATIVE DEFENSE**

To the extent that they relate to the Answering Defendants and arise under §§547 and 550 of the Bankruptcy Code, the transfers described in the Amended Complaint are not avoidable or recoverable because, after such transfers, the Answering Defendants gave new value to or for the benefit of the Debtor in the form of new or continuing services which conferred a material and substantial benefit upon the Debtor within the meaning of §547(c)(4) (A) and (B).

### **FOURTH AFFIRMATIVE DEFENSE**

To the extent that they relate to the Answering Defendants and arise under §§544, 548 or 550 of the Bankruptcy Code, the transfers described in the Amended Complaint are not avoidable or recoverable by reason of the fact that the Answering Defendants provided equivalent consideration in exchange therefor, such transfers were not made with the intent to hinder, delay or defraud creditors, such transfers did not render the Debtor insolvent and were not made while the Debtor was insolvent. The Answering Defendants deny that the Debtor was insolvent at all material times and demand strict proof of insolvency with respect to the avoidance and recovery of any transfer as to which a statutory presumption of insolvency does not exist.

**FIFTH AFFIRMATIVE DEFENSE**

To the extent that they relate to the Answering Defendants and arise under §§549 and 550 of the Bankruptcy Code, the transfers described in the Amended Complaint are not avoidable or recoverable by reason of the fact that they were made for present fair equivalent value given by the applicable the Answering Defendants.

**SIXTH AFFIRMATIVE DEFENSE**

The allegations in the Amended Complaint are barred or otherwise limited, in whole or in part, by the doctrines of consent, estoppel, res judicata, collateral estoppel, ratification, waiver, laches, and/or unclean hands.

**SEVENTH AFFIRMATIVE DEFENSE**

The allegations in the Amended Complaint are barred or otherwise limited, in whole or in part, because the Trustee lacks standing to bring those claims.

**EIGHTH AFFIRMATIVE DEFENSE**

The Amended Complaint fails, in whole or in part, to plead allegations against the Answering Defendants with sufficient specificity.

**NINTH AFFIRMATIVE DEFENSE**

The Amended Complaint fails, in whole or in part, to plead allegations against the Answering Defendants because the Answering Defendants owed no duties or fiduciary duties to the Debtor.

**TENTH AFFIRMATIVE DEFENSE**

The Amended Complaint fails, in whole or in part, to plead fraud against the Answering Defendants with sufficient specificity.

**ELEVENTH AFFIRMATIVE DEFENSE**

The Amended Complaint fails, in whole or in part, because there is a written contract that governs one or more of the parties' relationships.

**TWELFTH AFFIRMATIVE DEFENSE**

The Amended Complaint fails, in whole or in part, because the Debtor no longer owns the assets and/or causes of action that form the basis of the Amended Complaint.

**JURY DEMAND**

Answering Defendants demand a jury trial before an Article III Judge on all claims asserted in the Amended Complaint that are triable to a jury under the Constitution and applicable law.

**CONCLUSION**

WHEREFORE, Casey Parzych; Angus Rittenburg; Ashleigh Baldwin; Michael Boyer; Kelly Festa; and R.F. Culbertson; Polebridge, LLC; Good Design, Inc.; AgTech PA LLC; XO Energy Worldwide, LLLP; XO EW, LLC; Best Bev, LLC; Canvas 340 LLC; and Shawn Sheehan demand judgment dismissing the Amended Complaint, with prejudice, together with such other and further relief the Court finds appropriate.

Dated: January 10, 2025

**K&L GATES LLP**

/s/ Steven L. Caponi

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PA LLC; AgTech VI, LLC; XO Energy  
Worldwide, LLLP; XO EW, LLC; Best Bev,  
LLC; EtOH Worldwide, LLC; and Canvas 340  
LLC*

**IN THE UNITED STATES BANKRUPTCY COURT FOR  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:

MIDNIGHT MADNESS DISTILLING

Debtor.

Case No.: 21-11750-PMM

Chapter 7 case

BONNIE B. FINKEL, in her capacity as Chapter  
7 Trustee for Midnight Madness Distilling,

Plaintiff,

Adv. Pro. No.: 23-00047-PMM

v.

CASEY PARZYCH; SHAWN SHEEHAN;  
ANGUS RITTENBURG, KELLY FESTA,  
ASHLEIGH BALDWIN; MICHAEL BOYER;  
R.F. CULBERTSON; GARY PARZYCH; RYAN  
USZESNKI; POLEBRIDGE LLC; GOOD  
DESIGN, INC.; AGTECH PA LLC; AGTECH VI,  
LLC; XO ENERGY WORLDWIDE LLLP; XO  
EW, LLC; CAN MAN LLC; BEST BEV, LLC;  
ETOH WORLDWIDE, LLC; CANVAS 340, LLC;  
FINLAND LEASING CO., INC.; and EUGENE T.  
PARZYCH, INC.

Defendants.

**CERTIFICATE OF SERVICE**

I, Steven Caponi, hereby certify that on January 10, 2025, I served a copy of the forgoing Answer to Amended Complaint and Affirmative Defenses via CM/ECF on all counsel registered to receive electronic service via CM/ECF.

/s/ Steven L. Caponi  
Steven L. Caponi